

**EXHIBIT "A"**



# RETAIL INSTALLMENT CONTRACT



0273276

Dealer Number: 1658

Account Number:

Buyer (and Co-Buyer) - Name(s) and Address(es) (Include County and Zip Code)  
 MONROE M MARY  
 709 FOR DR BE  
 NEW YORK NY 10009

Creditor (Seller) - Name and Business Address  
 HYUNDAI OF MANHATTAN  
 646 11TH AVE  
 NEW YORK, NY 10036

AUG 29 2006

**Meaning of Words.** In this contract, the words "you," "your" and "yours" refer to the Buyer and Co-Buyer, if any. The word "Creditor" refers to the Creditor (Seller) named above and, after assignment, Toyota Motor Credit Corporation ("TMCC") and any subsequent assignees.  
**Who is Bound.** You may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Sale Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the terms on the front and back of this contract and you are individually liable to the Creditor for any amount due.  
**Description of Vehicle.** You agree to buy and the Creditor agrees to sell the following vehicle:

USED	Year	Make and Model	Body Type	Vehicle Identification No.	Primary Use for Which Purchased
	2003	HYUN SONA	SD	KMHWF35H03A884749	<input type="checkbox"/> personal <input type="checkbox"/> agricultural
<input checked="" type="checkbox"/> Air Conditioning	<input checked="" type="checkbox"/> Radio	<input type="checkbox"/> Manual Transmission	<input checked="" type="checkbox"/> Power Steering	<input type="checkbox"/> business use is checked, Buyer is:	<input type="checkbox"/> an individual <input type="checkbox"/> a corporation <input type="checkbox"/> a partnership
<input type="checkbox"/> Sun Roof	<input checked="" type="checkbox"/> Stereo	<input checked="" type="checkbox"/> Automatic Transmission	<input type="checkbox"/> Custom Wheels		
Other - Describe					Odometer Miles 20952

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down-payment of \$ N/A
10.30 %	\$ 5315.22	\$ 18405.18	\$ 23720.40	\$ 23720.40

## Your Payment Schedule Will Be:

Number of Payments:	Amount of Each Payment:	When Payments Are Due:
One Deferred Downpayment of	N/A	
60 Regular Payments of	395.34	Monthly, beginning 09/29/06
One Final Payment of	N/A	

Late Charge. If a payment is not paid in full within 10 days after it is due, you will pay a late charge of 5% of the unpaid amount of the late payment.  
 Prepayment. If you pay off all your debt early, you may be entitled to a refund of part of the finance charge.  
 Security. You are giving a security interest in the vehicle being purchased.  
 Other Terms. Please read this contract, including the back side, for additional information about security interests, nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

## ITEMIZATION OF THE AMOUNT FINANCED

1 Cash Sale Price (including any accessories, services and taxes)		\$ 14210.18	(1)
2 Total Downpayment = Net Trade-in \$ N/A + Cash Downpayment \$ N/A (including Deferred Downpayment of \$ N/A payable before the due date of the first regularly scheduled payment)			
Your Trade-in is a 03 HYUN SONA	Year Make Model	\$ N/A	(2)
3 Unpaid Balance of Cash Sale Price (1 - 2)		\$ 14210.18	(3)
4 Charges Paid to Creditor:			
A Price of Optional Mechanical Breakdown Protection Contract or Vehicle Service Agreement Purchased from the Creditor - Covering Certain Mechanical Repairs		\$ N/A	
B Price of Optional Creditor Gap Waiver Purchased from the Creditor - Covering a Waiver of Deficiency upon Total Loss of Vehicle		\$ N/A	
C Other Charges Paid to the Creditor (Creditor must describe purpose)		\$ N/A	
FOR			
Total Charges Paid to Creditor		\$ N/A	(4)
5 Amounts Paid to Others on Your Behalf (Seller may retain, or receive a portion of these amounts):			
A Price of Optional Mechanical Breakdown Protection Purchased from the MBP Company Named Below - Covering Certain Mechanical Repairs		\$ 2500.00	
SELLER MAY RETAIN/RECEIVE PORTION OF THESE AMOUNTS			
B Price of Optional Buyer Gap Insurance Purchased from the Gap Insurance Company Named Below - Covering a Waiver of Deficiency upon Total Loss of Vehicle After Receipt of Gap Payment		\$ 170.00	
C Price of Required Physical Damage Insurance Purchased from the Insurance Company Named Below - Covering Damage to the Vehicle		\$ N/A	
D Price of Optional Credit Insurance Purchased from the Insurance Company or Companies Named Below - Life \$ N/A Disability, Accident and Health \$ N/A		\$ N/A	
E Government License and/or Registration Fees		\$ 125.00	
F Government Certificate of Title Fees		\$ N/A	
G Other Charges (Creditor must identify who will receive payment and describe purpose)		\$ N/A	
TO TOYOTA AUTO CARE FOR		\$ 1400.00	
Total Amounts Paid to Others on Your Behalf		\$ 4195.00	(5)
6 Amount Financed - Unpaid Balance (3 + 4 + 5)		\$ 18405.18	(6)

Optional Mechanical Breakdown Protection (MBP). Mechanical breakdown protection is not required to obtain credit and you may purchase it from anyone you want who is reasonably acceptable to the Creditor. You may purchase MBP by signing below and agreeing to pay the purchase price which is shown in either 4A or 5A of the Itemization above.  
 The term of this protection will be 36 months from the date of delivery or until the odometer of the vehicle shows 36000 miles, whichever occurs first. If you purchase a MBP contract, you have reviewed the terms of the contract which describes this protection. A copy of the completed contract will be sent to you as soon as practicable.  
 MBP Company GOLD PLAN \$0.00 Deductible

APPROVAL: YOU WANT TO OBTAIN THE OPTIONAL MECHANICAL BREAKDOWN PROTECTION DESCRIBED ABOVE.  
 Buyer's Signature *May Monroe* Date 08/15/06 Co-Buyer's Signature Date 08/15/06

Optional Gap Coverage: Gap coverage is not required to obtain credit and you may purchase it from anyone you want who is reasonably acceptable to the Creditor. Optional gap coverage protects you from having to pay the "gap amount" in the event of a total loss of the vehicle caused by its theft or physical damage. The gap amount is the difference between the amount you owe under this contract for if you were in default, the amount you would have owed if you had paid all monthly installments and other charges when due as of the date of total loss less the actual cash value of the vehicle under your physical damage insurance policy as of the date of total loss. If the total loss is not covered by a physical damage insurance policy, the actual cash value will be determined in accordance with New York Insurance Laws or Regulations.  
 Gap coverage does not cover, and you will remain responsible for any monthly installments or other charges accrued prior to the date of loss, the actual cash value of the vehicle, and all deductible amounts relating to the physical damage insurance policy or buyer gap insurance policy (if any).  
☐ Creditor Gap Waiver: You may buy creditor gap waiver by signing below and agreeing to pay the purchase price, which is shown in 4B of the Itemization above.  
☒ Buyer Gap Insurance: As an alternative to buying the creditor gap waiver, you may buy insurance covering the gap amount from any insurance company which has been licensed by the New York Superintendent of Insurance to write motor vehicle buyer (debtor) gap insurance in the State of New York and by agreeing to pay the purchase price, which is shown in 5B of the Itemization above.

GAP Company Name OHIO INDEMNITY COMPANY Address 250 EAST BROAD STREET COLUMBUS, OHIO 43215

APPROVAL: YOU WANT TO OBTAIN THE CREDITOR GAP WAIVER OR BUYER GAP INSURANCE COVERAGE DESCRIBED ABOVE.  
 Buyer's Signature *May Monroe* Date 08/15/06 Co-Buyer's Signature Date 08/15/06

Required Physical Damage Insurance. Physical damage insurance is required, but you may provide the required insurance coverage through an existing policy of insurance owned or controlled by you or through anyone you want who is reasonably acceptable to the Creditor. If you buy it through the Creditor and are accepted by the insurance company, the policies or certificates issued by the insurance company will describe the terms and conditions. The purchase price of this insurance is shown in 5C of the Itemization above.  
 Insurance Company N/A Term N/A months \$ N/A Deductible Collision AND \$ N/A Deductible other than Collision including Fire, Theft and Combined Additional Coverage

Optional Credit Insurance. Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the purchase price which is shown below and in 5D of the Itemization above. APPROVAL: YOU WANT TO OBTAIN THE OPTIONAL CREDIT INSURANCE COVERAGE(S) CHECKED BELOW.

Type	Premium	Term (months)	Signature(s)
Credit Life	<input type="checkbox"/> Single Coverage (Buyer Only) \$ N/A		You want the specified credit life coverage. Buyer's Signature Date Co-Buyer's Signature Date
	<input type="checkbox"/> Joint Coverage \$ N/A		
Credit Disability	<input type="checkbox"/> Single Coverage (Buyer Only) \$ N/A		You want the specified credit disability coverage. Buyer's Signature Date Co-Buyer's Signature Date

If you elect optional credit insurance coverage and are accepted by the insurance company, the terms and conditions will be as described in the policies or certificates issued by the insurance company. The original amount of the decreasing term credit life insurance will not exceed \$ N/A. Credit disability insurance payments will equal the monthly payment amount but will not be more than \$ N/A Insurance Company

**THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.**

**THE ANNUAL PERCENTAGE RATE MAY BE NEGOTIATED WITH THE DEALER. THE DEALER MAY ASSIGN THIS CONTRACT AND RETAIN ITS RIGHT TO RECEIVE A PART OF THE FINANCE CHARGE.**

The Seller may assign this contract and retain its right to receive a part of the Finance Charge.  
 Receipt of Goods and Premises to Pay. You agree that you have received the vehicle and/or services described above, and have accepted delivery of the vehicle in good condition. You promise to pay to the Creditor the Total Sale Price shown above by making the Total Downpayment and paying the Creditor the Total of Payments in accordance with the Payment Schedule shown above and all other amounts due under this contract.

FINAL CONTRACT PRICE: The price contained in this contract is the final contract price to which the parties have agreed, and no additional fee or charge may be imposed or collected.

IMPORTANT: READ THE ADDITIONAL TERMS ON THE BACK SIDE BEFORE SIGNING BELOW.

**IMPORTANT NOTICE TO BUYER**  
 (a) STATE LAW REQUIRES THAT SELLERS OF SECOND HAND CARS CERTIFY IN WRITING TO THE BUYER THAT EACH CAR IS IN SAFE CONDITION AT THE TIME OF SALE.  
 (b) THIS CERTIFICATION IS A GUARANTEE THAT THE CAR IS IN SAFE CONDITION AT THE TIME OF SALE.  
 (c) YOU HAVE A RIGHT TO REQUEST THE DEALER TO REPAIR OR TO PAY IN FULL FOR REPAIRS OF ANY UNSAFE CONDITION IN THE CAR WHICH DOES NOT COMPLY WITH THIS CERTIFICATION.  
 (d) THIS BUSINESS IS LICENSED BY THE DEPARTMENT OF CONSUMER AFFAIRS, 42 BROADWAY, NEW YORK, NEW YORK 10004. COMPLAINT PHONE: (212) 487-4388

**NOTICE TO THE BUYER:** 1. Do not sign this contract before you read it or if it contains any blank space. 2. You are entitled to a completely filled in copy of this contract when you sign it. Under the law, you have the following rights, among others: (a) To pay off in advance the full amount due and to obtain a partial refund of the credit service charge; (b) To redeem the property if repossessed for a default; (c) To require, under certain conditions, a resale of the property if repossessed. 4. According to law you have the privilege of purchasing the insurance on the motor vehicle provided for in this contract from an agent or broker of your own selection.

You signed this contract and received a completely filled-in copy on \_\_\_\_\_, Year \_\_\_\_\_.

Buyer's Signature *May Monroe* Creditor Signature *[Signature]* Title

This contract is assigned to TMCC subject to repurchase under the terms of the "Seller's Assignment" on the reverse side. This contract is assigned to TMCC without recourse or with limited recourse under the terms of the "Seller's Assignment" on the reverse side.

Seller By (If Corp. or Partnership) (Title) Buyer By (If Corp. or Partnership) (Title)

NEW YORK CITY (For use in the City of New York)

DISTRIBUTION: WHITE - TMCC COPY; CANARY - SELLER COPY; PINK - 2 BUYER'S COPIES

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OTHER IMPORTANT AGREEMENTS

**Ownership and Risk of Loss.** You agree to pay the Creditor all you owe under this contract even if the vehicle is damaged, destroyed or missing. You agree not to sell, transfer, rent, lease or remove the vehicle from the state in which you reside on the date of this contract without the prior written permission of the Creditor. The vehicle will be kept at the address you specify in this contract unless another address is provided to the Creditor in writing. You will notify the Creditor in writing of any change in your address where the vehicle is regularly located. Under no circumstances will you be permitted to remove the vehicle from the continental United States, except to Canada and then only for a period of 30 days or less. You agree to keep the vehicle properly maintained. You agree not to expose the vehicle to misuse or seizure, confiscation, forfeiture or other involuntary transfer regardless of whether the vehicle becomes the subject of formal judicial or administrative proceedings. You will make sure the Creditor's security interest (lien) on the vehicle is shown on the title.

**Taxes and Other Charges.** You are responsible for and will pay when due all taxes, repair bills, storage bills, fines, assessments and other charges in connection with the vehicle. If you fail to pay these amounts the Creditor may do so for you. If the Creditor does so, you agree to repay the amount when the Creditor asks for it. You agree to comply with all registration, licensing, tax and title laws applicable to the vehicle.

**Security Interest.** You hereby grant the Creditor a security interest in: (i) the vehicle being purchased, any accessories, equipment, accessories and replacement parts installed in the vehicle; (ii) insurance premiums and charges for mechanical breakdown protection, gap coverage or service contracts returned to the Creditor; (iii) proceeds of any insurance policies or mechanical breakdown protection, gap coverage or service contracts on the vehicle; and (iv) proceeds of any insurance policies on your life or health which are financed in this contract. This secures payment of all amounts you owe in this contract and in any transfer, renewal, extension, refinancing or assignment of this contract. This also secures your other agreements in this contract.

**Prepayment Refund.** You can prepay all of your debt and get a refund of the unearned finance charge. The refund will be figured by the actuarial method. Before calculating the refund, the Creditor will deduct an acquisition charge of \$15.00 if the vehicle is purchased for personal, family or household use. There will be no refund paid to you if it is less than \$1.00.

**Required Physical Damage Insurance.** You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The physical damage insurance must name the Creditor as loss payee and must require 10 days advance written notice to the Creditor before any cancellation or reduction in the insurance coverage. You agree to deliver promptly to the Creditor whatever written proof of insurance coverage the Creditor may reasonably request. At any time during the term of this contract, if you do not have physical damage insurance which covers both the interest of you and the Creditor in the vehicle, the Creditor may buy it for you. If the Creditor does not buy physical damage insurance which covers both interests in the vehicle, it may, if it decides, buy insurance which covers only the Creditor's interest.

The Creditor is under no obligation to buy any insurance, but may do so if it desires. If the Creditor buys either of these coverages, it will let you know what type it is and the charge you must pay. The charge will consist of the cost of the insurance and a finance charge at the Annual Percentage Rate applicable to this contract, not to exceed the highest lawful contract rate. Unless you pay the full amount within 10 days from the date the Creditor notifies you of the charge you must pay, you agree to pay the charge in equal installments along with the payments shown on the payment schedule.

If the vehicle is lost or damaged, you agree that the Creditor can use any insurance settlement either to repair the vehicle or to apply to your debt.

**Late Charge.** If a payment is not paid in full within 10 days after its due date, you agree to pay a late charge of 5% of the unpaid amount of the late payment. Acceptance of a late payment or late charge does not excuse your late payment or mean that you can keep making payments after they are due. The Creditor may also take the steps set forth below if there is any late payment.

**Insurance or Optional Contracts or Coverages.** This contract may contain charges for insurance or mechanical breakdown protection, gap coverage or service contracts. If you default under this contract, you agree that the Creditor may claim benefits under these contracts and terminate them to obtain refunds for unearned charges. You agree to cooperate with the Creditor in collecting any proceeds or cancellation refunds, including executing all necessary papers.

**Insurance or Optional Contract or Coverage Charges Returned to Creditor.** If any charge for required insurance is returned to the Creditor, it may be credited to the first maturing installments of your account or used to buy similar insurance or insurance which covers only the Creditor's interest in the vehicle. Any refund on optional insurance or mechanical breakdown protection, gap coverage or service contracts received by the Creditor will be credited to your account. Credits to your account will include both the amounts received by the Creditor and the unearned finance charge on those amounts. These credits will be applied to as many of your installments as they will cover, beginning with the final installment.

**Default and Required Repayment in Full Before the Scheduled Date.** You will be in default under this contract: (i) if you fail to pay any payment according to the payment schedule; (ii) if bankruptcy or insolvency proceedings are initiated by or against you; (iii) if any person tries to take any of your property by legal proceedings while it is in your possession or control; or (iv) if you break any of the agreements in this contract. If you default under this contract, the Creditor can demand that you pay all you owe at once. In figuring what you owe, the Creditor will give you a refund of part of the finance charge figured the same as if you had prepaid in full on the date of acceleration. The Creditor may also take the steps set forth below if you default under this contract.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, you will not assert against any subsequent holder or assignee of this contract any claims or defenses you may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

SELLER'S ASSIGNMENT

Seller sells and assigns to Toyota Motor Credit Corporation ("TMCC") all of its right, title and interest in this contract.

In addition to the Seller's Warranties and Representations in the Retail Sales Financing Agreement ("Master Agreement"), Seller warrants and represents that: (i) The contract arose from the retail sale of the property described on the face of the contract; (ii) Seller had title to the property at the time of sale free of any liens; (iii) All disclosures required by law were properly made to the Buyer prior to the Buyer signing the contract; (iv) All insurance disclosures made by Seller are complete, accurate and properly made in accordance with applicable law; (v) All insurance documentation will be delivered to the Buyer within the time required by law; (vi) To the best of Seller's knowledge, the Customer Statement is accurate; (vii) The downpayment received by Seller is exactly as stated; (viii) The contract is enforceable; (ix) Seller is licensed as required by law; (x) Seller has fully complied with all consumer protection, insurance and other laws and regulations applicable to the sale of any item contained in this contract; (xi) Any optional mechanical breakdown protection sold under this contract is offered for sale in connection with comparable cash transactions at a price equal to that disclosed on the face of the contract; (xii) Seller has complied with all applicable requirements of the FTC Used Motor Vehicle Trade Regulation Rule; and (xiii) The deferred downpayment, if any, is disclosed on the front side of this contract, is payable before the due date of the first regularly scheduled payment and is not subject to a finance charge.

Each of these warranties and representations is material to TMCC's acceptance of this contract. If any of them is breached or is erroneous, Seller unconditionally promises to accept reassignment of this contract and to pay TMCC, upon demand, the full amount of the unpaid balance under this contract. Seller also agrees to indemnify TMCC to the full extent of all losses or expenses incurred by TMCC as a result of such breach or error.

**Repossession of the Vehicle for Failure to Pay.** If you default under this contract, the Creditor can take the vehicle from you (repossession). To take the vehicle the Creditor can enter your property, or the property where it is stored, so long as it is done peacefully and lawfully. If there is any personal property in the vehicle, such as clothing, the Creditor can store it for you. Any accessories, equipment, accessories, or replacement parts will remain with the vehicle.

**Getting the Vehicle Back After Repossession.** If the Creditor repossesses the vehicle, you have the right to get it back (redeem) by paying any past due payments (the unaccelerated amount you owe), plus any late charges, the cost of taking and storing the vehicle and other expenses that the Creditor has had. Your right to redeem will end when the vehicle is sold or when the Creditor enters into a contract for its disposition, whichever occurs first.

**Sale of the Repossessed Vehicle.** The Creditor will send you a written notice of sale at least 10 days before selling the vehicle. If you do not redeem the vehicle by the date on the notice, the Creditor can sell it. The Creditor will use the net proceeds of the sale to pay all or part of the amount you owe.

To the extent permitted by law, the net proceeds of sale will be figured this way: Any late charges and any charges for taking, storing, cleaning, advertising, leasing and/or selling the vehicle and any reasonable attorneys' fees and any court costs will be subtracted from the selling price.

If you owe the Creditor less than the net proceeds of sale, the difference is owed you unless the Creditor is required to pay it to someone else. For example, the Creditor may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

If you owe more than the net proceeds of sale, you will pay the difference between the net proceeds of sale and what you owe, when the Creditor asks for it. If you do not pay this amount when asked, you may also be charged interest at the Annual Percentage Rate applicable to this contract, not to exceed the highest lawful rate, until you do pay all you owe.

**Collection Costs.** If this contract is referred for collection to an attorney who is not a salaried employee of the Creditor, you agree to pay the attorney's reasonable fee and any court costs. The attorney's fee will not exceed 15% of the amount you owe. You also agree to pay the Creditor a check collection charge, as authorized by law, plus the amount charged by the financial institution for each check, draft or other form of payment which is returned or dishonored for any reason.

**Credit Information.** You hereby authorize the Creditor to investigate your creditworthiness and credit capacity in connection with the establishment, maintenance and collection of your account and to furnish information concerning your account, including insurance information, to credit reporting agencies and others who may lawfully receive such information.

**Interest after Maturity.** If there is a balance due when this contract matures, you agree to pay interest at the Annual Percentage Rate applicable to this contract, or if that rate is not authorized, the highest lawful rate.

**Delay in Enforcing Rights and Changes in this Contract.** The Creditor can delay or refrain from enforcing any of its rights under this contract without losing them. For example, the Creditor can extend the time for making some payments without extending others. Any change in the terms of this contract must be in writing and signed by the Creditor. No oral changes are binding. If any part of this contract is not valid, all other parts will remain enforceable.

**Warranties Seller Disclaims.** You understand that the Seller is not offering any express warranties unless: (i) the Seller extends a written warranty; or (ii) the window form for a used or demonstration vehicle indicates that the Seller is giving express warranties.

To the extent permitted by applicable law, the Seller shall have no responsibility to you or to any other person with respect to any interruption of service, loss of business or anticipated profit or consequential damages.

This provision does not affect any warranties covering the vehicle which may be provided by the vehicle manufacturer or required under state law.

**Lemon Law Notice to Buyer(s) of Used or Demonstration Vehicles.** The Used Car Lemon Law requires that buyers of used or demonstration vehicles must receive a written warranty from the Seller if the vehicle is of a type ordinarily used for personal, family or household purposes. Under certain circumstances, the Used Car Lemon Law allows buyer(s) of used or demonstration vehicles to receive a refund of the purchase price if the Seller can not within a reasonable period of time correct a covered defect which substantially impairs the value of the vehicle. In calculating the purchase price to be refunded, the value of any trade-in vehicle not returned by the Seller will be determined by reference to the wholesale value listed in the National Auto Dealers Association Used Car Guide, or another guide approved by the Commissioner of Motor Vehicles, as adjusted for mileage, improvements and any major defects rather than the value listed in this contract.

**Governing Law.** This contract will be governed by the laws of the State of New York.

**Used and Demonstration Car Buyer's Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in this contract of sale. The preceding NOTICE applies only to a used or demonstration vehicle sale.

**Guía Para Compradores de Vehículos Usados o Demostraciones.** La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto todas las disposiciones en contrario contenidas en el contrato de venta. El AVISO anterior se aplica solamente a la venta de vehículo usado o demostración.

Seller agrees to indemnify TMCC for any judicial setoff or loss suffered as a result of a claim or defense of Buyer against Seller.

If this contract is rescinded, cancelled, voided or otherwise made unenforceable, Seller shall pay TMCC the full amount TMCC paid to purchase it.

Seller shall be liable even if a waiver, compromise, settlement or variation of the terms of the contract releases the Buyer.

Seller waives notice of acceptance of this guarantee and notices of non-payment and non-performance.

CONTRACTS ASSIGNED SUBJECT TO REPURCHASE

If this contract is assigned subject to repurchase, in addition to the foregoing guarantees, indemnities and obligations, Seller unconditionally guarantees to repurchase this contract in the event of a default and pay all losses and expenses incurred by TMCC as provided by the terms of the Master Agreement.

CONTRACTS ASSIGNED WITHOUT RECOURSE OR WITH LIMITED RECOURSE

If this contract is assigned without recourse or with limited recourse, such assignment is without recourse to the Seller except in the circumstances set forth above and in the Master Agreement and in and to the extent that an amount is stated in the following paragraph.

Seller unconditionally guarantees that if Buyer defaults in the payment of any installment under this contract, Seller will pay, upon demand by TMCC, the unpaid balance up

to the sum of \$\_\_\_\_\_.

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